Diversity of citizenship is a ground for federal jurisdiction under the statute for removal of causes. See ACT OF MARCH 3, 1887, § 1. But by judicial construction, all the defendants in a joint action must be citizens of states other than that of the plaintiff. *Alabama Great Southern Railway Co.* v. *Thompson*, 200 U. S. 206. Also, a case arising under the laws of the United States may be removed to a federal court; and a suit brought against a corporation created by Act of Congress, presents such a case. *Texas & Pacific Railway Co.* v. *Cody*, 166 U. S. 606. But if the same construction were put upon this ground for removal as upon the former, the presence of co-defendants who have no right to federal jurisdiction should prevent removal. But since the present joint action arises under the laws of the United States as to one defendant, the court holds that the whole case is permeated with a federal character. This is a logical interpretation of the language of the act in question; and it was correctly admitted that the action, brought in joint form, could not be separated by one defendant. *Alabama Great Southern Railway Co.* v. *Thompson, supra.* And in any case removal to the federal court must be under petition of all the defendants. *Chicago & Rock Island Ry. Co.* v. *Martin*, 178 U. S. 245.

GIFTS — GIFTS CAUSA MORTIS — PRESUMPTION OF UNDUE INFLUENCE FROM CONFIDENTIAL RELATIONS. — A gift *causa mortis* was made to a priest whose relations with the donor had been confidential. *Held*, that the gift is *prima facie* void. *Gilmore* v. *Lee*, 41 Chic. Leg. N. 217 (Ill., Sup. Ct., Dec. 15, 1908).

The existence of confidential relations between the parties to a gift *inter vivos* raises a presumption of undue influence. *Huguenin* v. *Basely*, 14 Ves. 273. But this doctrine is not applied to testamentary gifts. *Tyson* v. *Tyson*. 37 Md. 567, 583. See 14 HARV. L. REV. 73. One reason given for this distinction is that a testator is not impoverished by a bequest, and therefore may be legitimately influenced by considerations arising out of confidential relations. *Bancroft* v. *Otis*, 91 Ala. 279. See *Sparks' Case*, 63 N. J. Eq. 242, 248. On this reasoning a gift *causa mortis* should be treated like a will. But another explanation is that a greater degree of undue influence may reasonably be presumed in gifts than in wills, because one present and taking part in a transaction is better able to exercise coercion. *Haydock* v. *Haydock*, 34 N. J. Eq. 570; *Archer* v. *Hudson*, 7 Beav. 551. This explanation is supported by the strong tendency to apply to a will the presumption of undue influence when the legatee was active in procuring its execution. *Dale's Appeal*, 57 Conn. 127; *Sparks' Case, supra.* Furthermore a will is revocable, while a gift *inter vivos* is a finality. Failure to revoke a will indicates a continued assent and thus destroys the presumption. See *Miskey's Appeal*, 107 Pa. St. 611, 629. But a gift *causa mortis*, being made *in extremis*, is in fact practically beyond the donor's control. Hence there is no ground for distinguishing gifts *causa mortis* from gifts *inter vivos*. See *Thompson* v. *Heffernan*, 4 Dr. & War. 285.

INSURANCE — NATURE AND INCIDENTS OF INSURANCE CONTRACTS — RIGHT OF HOLDER OF LIEN TO INSURANCE MONEY. — A had a lien on lumber for sawing it from logs delivered to him by B. B had taken out a policy of insurance on the lumber payable to C, who had lent money on the security of the lumber. The lumber was burned. *Held*, that A has a lien upon the insurance money. *Chew* v. *Caswell*, 13 Ont. Wkly. Rep. 548 (Ont., Feb. 17, 1909).

A policy of fire insurance is a personal contract for the benefit of the assured and does not run with the property. *Quarles* v. *Clayton*, 87 Tenn. 308. So a mortgagee, as such, has no more right than any other creditor to the proceeds of a policy on the mortgaged premises for the benefit of the mortgagor, or of some other party having an insurable interest therein. *Columbia Insurance Co.* v. *Lawrence*, 10 Pet. (U. S.) 507. Unless there is an actual assignment of the policy to him, he can acquire a right only by contract with the assured. *Nichols* v. *Baxter*, 5 R. I. 491; *Nordyke & Marmon* v. *Gery*, 112 Ind. 535. The same rules apply to the holder of a mechanic's lien. *Galyon* v. *Ketchen*,